

ESTTA Tracking number: **ESTTA47668**

Filing date: **10/06/2005**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92044040
Party	Plaintiff KARIN MODELS, S.A.R.L. ,
Correspondence Address	STEVEN E. EISENBERG. FELDMANGALE, P.A. 201 SOUTH BISCAYNE BOULEVARD MIAMI CENTER- SUITE 1920 MIAMI, FL 33131
Submission	Petitioner Karin Models, S.A.R.L.'s Motion for Leave to File Amended Petition to Cancel with accompanying Amended Petition and Exhibits
Filer's Name	Erica W. Stump
Filer's e-mail	estump@FeldmanGale.com
Signature	/ews/
Date	10/06/2005
Attachments	Motion for Leave to file Amended Petition to Cancel.pdf (46 pages)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

KARIN MODELS,
S.A.R.L.
A Societa A Responsabilita
Limitata, Petitioner,

Cancellation Number: 92044040
Registration Numbers: 2,114,051 and 2,115,957
Mark: KARIN and KARIN MODELS (and design)
International Class: 035

vs.

JEAN LUC BRUNEL,
An Individual,
Respondent.

**PETITIONER KARIN MODELS, S.A.R.L.'S
MOTION FOR LEAVE TO FILE AMENDED PETITION TO CANCEL**

Pursuant to TBMP Section 507.01 and Federal Rule of Civil Procedure 15(a), Petitioner, Karin Models, S.A.R.L., ("Karin" or "Petitioner"), a Societa A Responsabilita Limitata hereby moves for leave to file Amended Petition to Cancel, attached hereto as Exhibit "A" and alleges:

INTRODUCTION

Respondent filed and recorded fraudulent assignments in the Patent and Trademark Office ("PTO") for the Registrations involved in this Cancellation. Additionally, Respondent filed, as owner, a combined Sections 8 & 15 Declaration for the two Registrations at issue herein, but never revealed to the PTO that **in truth Respondent never owned either of the Registrations at issue here.**

The true facts are that during the entire time pertinent to this cancellation the Registrations were both owned by Petitioner.

Petitioner seeks to amend its Petition to Cancel to request that the Fraudulent Assignments be stricken, which will result in the Patent and Trademark Office's ("PTO") records reflecting ownership of Registration Nos. 2,114,051 and 2,115,957 in Petitioner's name. As an

alternative to canceling the Registrations, Petitioner moved in its Petition to Cancel to have the record corrected and for an order granting that the combined Sections 8 and 15 Declaration filed by Petitioner be accepted *instanter*.

Leave to amend here is warranted because justice so requires that Petitioner be given the opportunity to plead in the alternative and present any and all argument in conjunction with the instant proceeding. Moreover, there is no prejudice to Respondent because the parties have not litigated the instant proceeding nor have they begun to engage in discovery. In these circumstances the Rules provide that leave to amend shall be freely given, Fed.R.Civ.P., Rule 15 (a).

MEMORANDUM OF LAW

The standard for a motion for leave to amend is that leave must be freely given when justice so requires. TBMP §507.02; Fed.R.Civ.P. §15(a). “The Board liberally grants leave to amend pleadings at any stage of a proceeding when justice so requires, unless entry of the proposed amendment would violate settled law or be prejudicial to the rights of the adverse party or parties.” TBMP §507.02.

Justice requires that leave be granted to Petitioner to amend its Petition to Cancel. In order to protect its rights with regards to the instant Registrations, Petitioner rightfully should be allowed the opportunity to plead in the alternative. Petitioner has requested that the Honorable Board either cancel the Registrations or alternatively, cancel Respondent’s Sections 8 & 15 Declaration and accept Petitioner’s Sections 8 & 15 Declaration timely filed *nunc pro tunc*. Petitioner should also be allowed the opportunity to alternatively plead that fraudulent assignments (“Fraudulent Assignments”) be stricken from the records of the PTO, resulting in the PTO’s records

reflecting the true and correct ownership of Registration Nos. 2,114,051 and 2,115,957 in Petitioner's name. If Petitioner is not allowed to plead this and the Registrations are cancelled, Petitioner will be greatly harmed because it will lose its rights in these now incontestable Registrations. Justice clearly requires that Petitioner be given the opportunity to plead in the alternative and present any and all argument in conjunction with the instant proceeding.

Additionally, the proposed amendment does not violate established law there is no undue delay and there is no surprise or prejudice to Respondent. This cancellation proceeding is at the very early stages of litigation. Respondent answered the Petition to Cancel on July 13, 2005, less than three months ago. Neither party has taken discovery. Petitioner has attempted to set Respondent's deposition and has served a subpoena on a third party, but has not yet taken any depositions to date. It is appropriate to grant leave to amend where the proceeding is still in the discovery stage. *See Marshall Field & Co. v. Mrs. Field's Cookies*, 17 U.S.P.Q. 2d 1652 (TTAB 1990). Thus, there is no prejudice to Respondent.

WHEREFORE, Petitioner requests that it be given leave to amend its Petition to Cancel and that the Amended Petition to Cancel attached hereto as Exhibit "A" be deemed filed and served upon entry of an order granting the present motion.

Dated: October 6, 2005

Respectfully submitted,
Feldman Gale, P.A.

By: ews/Erica W. Stump
Steven E. Eisenberg/ FL Bar No.: 441112
Erica W. Stump/ FL Bar No.: 427632
Attorneys for Petitioner
Attorneys for KARIN MODELS, S.A.R.L

Registration Numbers: 2,114,051 and 2,115,957
Mark: KARIN and KARIN MODELS (and design)
Page 4 of 4

Miami Center, 19th Floor
201 South Biscayne Boulevard
Miami, Florida 33131-4332
Telephone (305) 358-5001
Facsimile (305) 358-3309

CERTIFICATE OF MAIL AND CERTIFICATE OF SERVICE

Date of Deposit: October 6, 2005

I HEREBY CERTIFY that this paper is being submitted electronically via the Electronic System for Trademark Trial and Appeals. I further certify that a copy of this paper is being deposited with the United States Postal Service via First Class U.S. Mail in an envelope addressed to Steven Kozlowski, Esq., Kozlowski Law Firm, P.A., 927 Lincoln Road, Suite 118, Miami Beach, Florida, 33139, and to H. John Rizvi, Esq., Gold & Rizvi, P.A., 600 N. Pine Island Road, Suite 450, Plantation, Florida 33324.

/ews/Erica W. Stump

Erica W. Stump

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

KARIN MODELS,
S.A.R.L.
A Societa A Responsabilita
Limitata, Petitioner,

Cancellation Number: 92044040
Registration Numbers: 2,114,051 and 2,115,957
Mark: KARIN and KARIN MODELS (and design)
International Class: 035

vs.

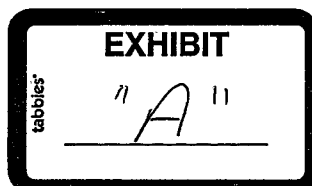
JEAN LUC BRUNEL,
An Individual,
Respondent.

**AMENDED PETITION TO CANCEL REGISTRATION NUMBERS
2,114,051 AND 2,115,957**

Pursuant to 15 U.S.C. §1064 and TBMP Sections 309.01 and 308.05, Petitioner, Karin Models, S.A.R.L., ("Karin" or "Petitioner"), a Societa A Responsabilita Limitata organized under the laws of France, believes that it is and will be damaged by Registration Numbers 2,114,051 and 2,115,957, purportedly owned by Jean Luc Brunel ("Respondent") and hereby petitions to cancel these Registration. The Registrations are improperly shown in the records of the Patent and Trademark Offices ("PTO"). Petitioner also petitions for the cancellation of Respondent's Sections 8 & 15 Declaration and the acceptance of Karin's Sections 8 & 15 Declaration (Exhibit "A") instanter, *nunc pro tunc* as of May 18, 2004 and alleges:

INTRODUCTION

1. Respondent filed and recorded a fraudulent assignment in the PTO.
2. Respondent filed a combined Sections 8 & 15 Declaration for the two registrations at issue herein, but never revealed that **in truth Respondent never owned either of the Registrations at issue here.** The Registrations are both owned by



Petitioner. In order to be effective, a combined Sections 8 & 15 Declaration must be filed by the person who is the owner of the registration at the time the declaration is filed. The Declaration was not filed by an owner of the Registrations. As an alternative to canceling the Registrations, Petitioner requests Respondent's Sections 8 & 15 Declaration be cancelled and Petitioner's Sections 8 & 15 Declaration (Exhibit "A") be substituted, filed *nunc pro tunc* as of May 18, 2004,¹ or alternatively Petitioner requests that the fraudulent assignments be stricken, which will result in the PTO's records reflecting ownership of Registration Nos. 2,114,051 and 2,115,957 in Petitioner's name.

THE PARTIES

3. Petitioner is a Societa A Responsabilita Limitata organized under the laws of France with a principal address at 9 Avenue Hoche, Paris, FRANCE 75008.

4. Petitioner is a modeling agency.

5. Upon information and belief, Respondent is an individual residing in Florida.

PETITIONER AND ITS RELATIONSHIP WITH RESPONDENT

6. On November 5, 1996, Models Management Group, Inc. ("MMG") filed applications for KARIN (words only) and KARIN MODELS (and design), which became the Registrations at issue. Registration Number 2,114,051 for KARIN (words only) was registered on November 25, 1997 for modeling agency services in International Class 035, with a first use date of July 19, 1996. Registration Number 2,115,957 for KARIN MODELS (and design) was registered on November 18, 1997 for modeling agency

¹ Karin has not submitted the required fees for the Sections 8 & 15 Declaration attached hereto as Exhibit "A." In the event the Sections 8 & 15 Declaration is accepted and deemed timely filed, Karin will submit the required fees.

services in International Class 035, with a first use date of July 19, 1996. True and correct copies of the Trademark Registrations are attached hereto as Composite Exhibit "B."

7. On December 12, 1996, MMG assigned all of its right, title, and interest in the service marks KARIN (words only) and KARIN MODELS (and design), along with the goodwill symbolized by the service mark and applications to Karin ("Assignments"). Copies of the Assignments are attached hereto as Composite Exhibit "C."

8. The Assignments showing Petitioner's ownership of the Registrations were recorded with the PTO on December 5, 1997. This was the last legal entry in the records of the PTO.

9. On December 12, 1996, Karin and MMG entered into a License Agreement whereby Karin licensed to MMG the right to use both of the marks of the Registrations. A copy of the License Agreement is attached as Exhibit "D."

10. On January 14, 2004, a person purportedly acting on behalf of MMG, executed assignments that purportedly assigned the registrations and goodwill of the service marks KARIN (words only) and KARIN MODELS (and design) ("Fraudulent Assignments") to Respondent. Copies of the Fraudulent Assignments are attached hereto as Composite Exhibit "E." These assignments are null and void because MMG did not own the service marks as shown by the records of the PTO and therefore MMG could not assign them to Respondent.

11. On January 15, 2004, Respondent submitted the Fraudulent Assignments for recordation with the PTO. Copies of the Trademark Assignment Abstract of Title for

both Registrations are attached as Exhibit "F." These Fraudulent Assignments were recorded at Reel/Frame 2778/0231.

12. On May 18, 2004 and May 21, 2004, Respondent submitted a combined Sections 8 & 15 Declaration wherein he wrongfully declared himself to be the owner of the Registrations. *See* Exhibit "G," Sections 8 & 15 Declaration for the Registrations.

13. The records of the PTO show that Petitioner is the proper and true owner of the Registrations by virtue of the assignment recorded in the PTO for No. 2,114,051 at Reel/Frame 1563/0132 and for No. 2,115,957 at Reel/Frame 1563/0141 in 1997, Exhibit "C".

GROUND FOR THIS PETITION

14. Respondent's Registrations were obtained and/or maintained fraudulently by virtue of the fraudulent misrepresentations in the Sections 8 & 15 Declaration filed by Respondent under oath of 18 USC § 1001 where he stated that he owned the Registrations. Said statements were false in that the true facts were that Karin owned the Registrations.² Said statements were made by Respondent with the knowledge and belief that said statements were false. Said statements were made with the intent to induce authorized agents of the PTO to maintain and make incontestable said Registrations and, reasonably relying upon the truth of said false statements, the PTO did, in fact, maintain and make incontestable said Registrations to Respondent. Petitioner was damaged by said false statements and the Registrations maintained and made incontestable in reliance

² In the event Petitioner is unsuccessful in the instant proceedings, in an abundance of caution, Petitioner filed an application for KARIN (words only), Serial Number

thereon in that Petitioner, or Petitioner's predecessor, has continuously used the marks KARIN (words only) and KARIN MODELS (and design) for modeling services since July 19, 1996, and Petitioner's continued and legal use of said marks will be impaired by the continued registrations of said marks of Respondent.

15. As a result of the foregoing, the Registrations should be cancelled.

16. Alternatively, to correct the fraud on the PTO committed by Respondent, Respondent's Sections 8 & 15 Declaration should be cancelled and Karin's Sections 8 & 15 Declaration attached hereto as Exhibit "A" should be accepted timely filed *nunc pro tunc* as of May 18, 2004.

17. Alternatively, to correct the fraud on the PTO committed by Respondent, Respondent's Fraudulent Assignments should be withdrawn, resulting in correcting the PTO's records to reflect ownership of Registration Nos. 2,114,051 and 2,115,957 by Respondent.

WHEREFORE, Petitioner prays that Registration Nos. 2,114,051 and 2,115,957 be cancelled, that this Petition for Cancellation be sustained in favor of Petitioner, or, in the alternative, Respondent's Sections 8 & 15 Declaration should be cancelled and Karin's Sections 8 & 15 Declaration attached hereto as Exhibit "A" should be accepted and timely filed *nunc pro tunc* as of May 18, 2004 or, in the alternative, Petitioner's Fraudulent Assignments should be withdrawn, resulting in correcting the PTO's records

Registration Numbers: 2,114,051 and 2,115,957
Mark: KARIN and KARIN MODELS (and design)
Page 6 of 7

to reflect ownership of Registration Nos. 2,114,051 and 2,115,957 by Respondent, and
any other further relief deemed appropriate by this Board.

Respectfully submitted,

Karin Models, S.A.R.L.

By: /ews/ Erica W. Stump
Steven E. Eisenberg/ FL Bar No.: 441112
Erica W. Stump/ FL Bar No.: 427632
Attorneys for Petitioner

Dated: October 6, 2005

Feldman Gale, P.A.
201 South Biscayne Boulevard
Miami Center – Suite 1920
Miami, Florida 33131
Telephone (305) 358-5001
Facsimile (305) 358-3309

CERTIFICATE OF MAIL AND CERTIFICATE OF SERVICE

Date of Deposit: October 6, 2005

I HEREBY CERTIFY that this paper is being submitted electronically via the Electronic System for Trademark Trial and Appeals. I further certify that a copy of this paper is being deposited with the United States Postal Service via First Class U.S. Mail in an envelope addressed to Steven Kozlowski, Esq., Kozlowski Law Firm, P.A., 927 Lincoln Road, Suite 118, Miami Beach, Florida, 33139, and to H. John Rizvi, Esq., Gold & Rizvi, P.A., 600 N. Pine Island Road, Suite 450, Plantation, Florida 33324.

/ews/Erica W. Stump
Erica W. Stump

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
OFFICE OF THE COMMISSIONER FOR TRADEMARKS

Registrant: Models Management Group, Inc.
Mark: KARIN (standard character format)
Registration No.: 2,114,051
Registration date: November 18, 1997
TM Law Office: 102

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

DECLARATION UNDER SECTIONS 8 & 15 OF THE TRADEMARK ACT OF 1946

Karin Models, S.A.R.L. ("Owner"), a Societa A Responsabilita Limitata organized under the laws of France, residing at 9 Avenue Hoche, Paris, France 75008, owns U.S. Trademark Registration Number 2,114,051, issued on November 18, 1997, as shown by records in the United States Patent and Trademark Office, with respect to the following services:

International Class 035: modeling agency services.

The Owner, or the Owner's related company or licensee, is using the mark in commerce in connection with the services identified above as evidenced by the attached specimen showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with the services as identified above. There has been no final decision adverse to the Owner's claim of ownership

EXHIBIT

A

Mark: **KARIN** (standard character format)
Registration No.: 2,114,051
Page 2 of 2

of such mark for such services, or to the Owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of this document and the Registration, declares that he is properly authorized to execute this document on behalf of the Owner; and all statements made of his own knowledge are true and that all statements made on information and belief are believed to be true.



By: *[Signature]*
Name: *des ROYS*
Title: *Manager (Gerant)*
Date: *November, 3, 2004*

CERTIFICATE OF MAILING

Date of Deposit: _____

I HEREBY CERTIFY that the document named below is being deposited with the United States Postal Service via regular mail with sufficient pre-paid postage, in an envelope addressed to: Commissioner for Trademarks, P.O. Box 1451, Alexandria, Virginia 22313-1451.

Name of Document: **Declaration Under Sections 8 & 15 of the Trademark Act of 1946 for mark KARIN (standard character format), Registration Number 2,114,051**

Name of person mailing paper (PRINT)

Signature of person mailing paper

File Edit View Favorites Tools Help



Address http://www.karinmodels.com

KARIN



Done

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
OFFICE OF THE COMMISSIONER FOR TRADEMARKS**

Registrant: Models Management Group, Inc.

Mark: **KARIN MODELS (and design)**

Registration No.: 2,115,957

Registration date: November 25, 1997

TM Law Office: 102

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

DECLARATION UNDER SECTIONS 8 & 15 OF THE TRADEMARK ACT OF 1946

Karin Models, S.A.R.L. ("Owner"), a Societa A Responsabilita Limitata organized under the laws of France, residing at 9 Avenue Hoche, Paris, France 75008, owns U.S. Trademark Registration Number 2,114,051, issued on November 18, 1997, as shown by records in the United States Patent and Trademark Office, with respect to the following services:

International Class 035: modeling agency services.

The Owner, or the Owner's related company or licensee, is using the mark in commerce in connection with the services identified above as evidenced by the attached specimens showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with the services as identified above. There has been no final decision adverse to the Owner's claim of ownership

Mark: **KARIN MODELS (and design)**

Registration No.: 2,115,957

Page 2 of 2

of such mark for such services, or to the owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of this document and the Registration, declares that he is properly authorized to execute this document on behalf of the Owner; and all statements made of his own knowledge are true and that all statements made on information and belief are believed to be true.



By: *Oles Roys*
Name: *Oles Roys*
Title: *Manager (gerant)*
Date: *November, 3, 2004*

CERTIFICATE OF MAILING

Date of Deposit: _____

I HEREBY CERTIFY that the document named below is being deposited with the United States Postal Service via regular mail with sufficient pre-paid postage, in an envelope addressed to: Commissioner for Trademarks, P.O. Box 1451, Alexandria, Virginia 22313-1451.

Name of Document: **Declaration Under Sections 8 & 15 of the Trademark Act of 1946 for mark KARIN MODELS, Registration Number 2,115,957**

Name of person mailing paper (PRINT)

Signature of person mailing paper

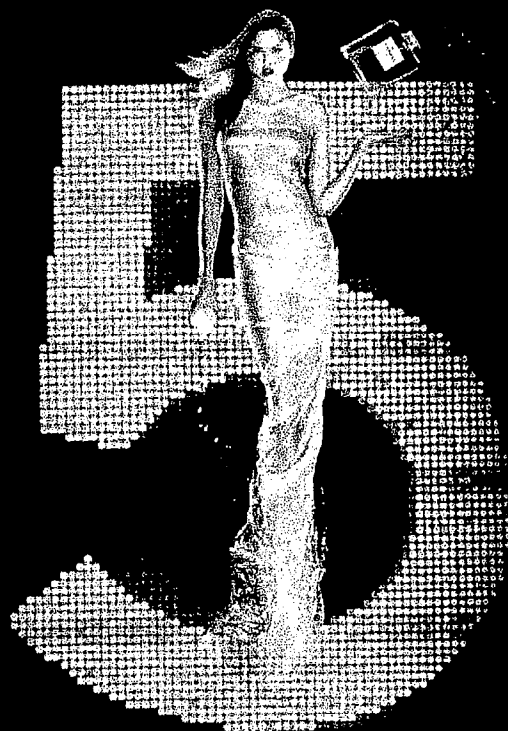
KARIN

Models

HEADSHEET 2003



Angie Everhart



Elizabeth Berkley

Célébrités



Mathilda May



Christopher Moltisanti



Helene de Fougerolles



Sonia Rolland



Sarah Massey



Alexandra Paulova



Alexandra Paulova



Ainsley



Amanda Kuras



Amélie Ado



Amélie Ado



Amélie Ado



Anne Marie Michels



Annelise Treharne



Anne Marie Michels



Andrey D.



Sarah Jayne



Jessica Wolfe



Shelly Williams



Shelly Zander



Simona Jacobson



Simona Kravova



Sofie Nielander



Sofia H.



Stormy Anderson



Suzanne Potts



Victoria Solovlevska



Vladimira

KARIN

AVENUE DE CHATELAIN 10000 PARIS TEL: 01 45 63 10 00 FAX: 01 45 63 10 01

www.karinmodels.com

laury@karinmodels.com beatrice@karinmodels.com hary@karinmodels.com
clare@karinmodels.com
www.karinmodels.com

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 2,114,051

United States Patent and Trademark Office

Registered Nov. 18, 1997

**SERVICE MARK
PRINCIPAL REGISTER**

KARIN

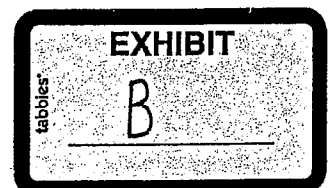
MODELS MANAGEMENT GROUP, INC.
(FLORIDA CORPORATION)
539 EUCLID AVENUE, SUITE B
MIAMI BEACH, FL 33139

FIRST USE 7-19-1996; IN COMMERCE
7-19-1996.

SER. NO. 75-193,584, FILED 11-5-1996.

FOR: MODELING AGENCY SERVICES, IN
CLASS 35 (U.S. CLS. 100, 101 AND 102).

RUSS HERMAN, EXAMINING ATTORNEY



Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 2,115,957

United States Patent and Trademark Office

Registered Nov. 25, 1997

SERVICE MARK
PRINCIPAL REGISTER

KARIN
Models

MODELS MANAGEMENT GROUP, INC.
(FLORIDA CORPORATION)
539 EUCLID AVENUE, SUITE B
MIAMI BEACH, FL 33139

FOR: MODELING AGENCY SERVICES, IN
CLASS 35 (U.S. CLS. 100, 101 AND 102).
FIRST USE 7-19-1996; IN COMMERCE
7-19-1996.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "MODELS", APART FROM
THE MARK AS SHOWN.

SER. NO. 75-193,583, FILED 11-5-1996.

RUSS HERMAN, EXAMINING ATTORNEY

In the United States Patent and Trademark Office
Assignment of Pending Service Mark Application

Applicant: Models Management Group, Inc.
Serial No.: 75/193584
Mark: KARIN

Whereas, Models Management Group, Inc., a corporation organized under the laws of the State of Florida, having its principal offices at 539 Euclid Avenue, Suite B, Miami Beach, Florida 33139 (the "Assignor"), has adopted, used, is using, is the owner of and desires to assign the following service mark (the "Service Mark") for which an application is now pending in the United States Patent and Trademark Office:

Service Mark	<i>Marque</i>	Serial No.	Date of Filing
KARIN	← <i>dénominative</i> <i>(le nom)</i>	75/193584	November 5, 1996; and

Whereas, Karin Models, S.A.R.L., a société anonyme à responsabilité limitée organized under the laws of The Republic of France, having its principal offices at 9 Avenue Hoche, 75008 Paris, France (the "Assignee"), desires to acquire all of Assignor's right, title and interest in the Service Mark and pending application along with all of the good will symbolized by the Service Mark and the application to register said Service Mark.

Now, therefore, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in the United States in and to said Service Mark and said application therefor, together with the goodwill of the business symbolized by said Service Mark and the application to register said Service Mark.

Executed as of December 11, 1996.

Models Management Group, Inc.

Arnaud Brunel, its President

State of New York)

County of New York)

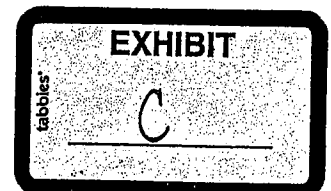
ss:

On this 12th day of December, 1996, personally appeared Arnaud Brunel, to me known and known to me to be the President of Models Management Group, Inc., the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of the Assignor pursuant to authority duly received.

Notary Public

MONTE ENGLER
NOTARY PUBLIC, State of New York
No. 31-4957428
Qualified in New York County
Term Expires Oct. 18, 1997

Doc # 333571



RECORDED: 02/05/1997

TRADEMARK
REEL: 1563 FRAME: 0134

In the United States Patent and Trademark Office
Assignment of Pending Service Mark Application



Applicant: Models Management Group, Inc.
Serial No.: 75/193583
Mark: KARIN MODELS (stylized)

Whereas, Models Management Group, Inc., a corporation organized under the laws of the State of Florida, having its principal offices at 539 Euclid Avenue, Suite B, Miami Beach, Florida 33139 (the "Assignor"), has adopted, used, is using, is the owner of and desires to assign the following service mark (the "Service Mark") for which an application is now pending in the United States Patent and Trademark Office:

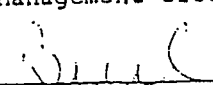
Service Mark	<i>Logo</i>	Serial No.	Date of Filing
KARIN MODELS (stylized)		75/193583	November 5, 1996; and

Whereas, Karin Models, S.A.R.L., a société anonyme a responsabilité limitée organized under the laws of The Republic of France, having its principal offices at 9 Avenue Hoche, 75008 Paris, France (the "Assignee"), desires to acquire all of Assignor's right, title and interest in the Service Mark and pending application along with all of the good will symbolized by the Service Mark and the application to register said Service Mark.

Now, therefore, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in the United States in and to said Service Mark and said application therefor, together with the goodwill of the business symbolized by said Service Mark and the application to register said Service Mark.

Executed as of December 12, 1996.

Models Management Group, Inc.

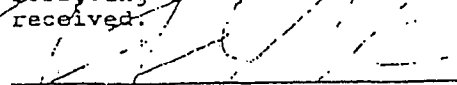

Arnaud Brunel, its President

State of New York)

County of New York

SS:

On this 12th day of December, 1996, personally appeared Arnaud Brunel, to me known and known to me to be the President of Models Management Group, Inc., the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of the Assignor pursuant to authority duly received.


Notary Public

MONTE ENGLER
NOTARY PUBLIC, State of New York
No. 31-4867428
Qualified in New York County
Term Expires Oct. 16, 1997

Doc # 3281961

RECORDED: 02/05/1997

TRADEMARK
REEL: 1563 FRAME: 0143

SERVICE MARK LICENSE AGREEMENT

This AGREEMENT (this "Agreement") is entered into the ___st day of December, 1996 by and between KARIN MODELS, S.A.R.L., a société anonyme a responsabilité limitée organized under the laws of The Republic of France, with its principal place of business at 9 Avenue Hoche, 75008 Paris, France ("Licensor") and MODELS MANAGEMENT GROUP, INC., a corporation incorporated under the laws of Florida ("Licensee").

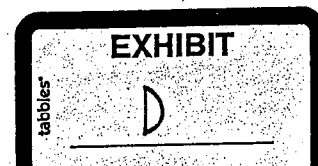
WHEREAS, Licensor is the proprietor in the United States of the Service Marks "KARIN" and "KARIN MODELS," details of which are set forth in Schedule A annexed hereto (the "Marks"), in respect of the goods and services set forth in such Schedule A (the "goods and/or services");

WHEREAS, Licensee is desirous of using the Marks solely in relation to the goods and/or services; and

WHEREAS, Licensor is willing to grant Licensee the right to use the Marks on the terms and conditions set out below.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Licensor hereby authorizes Licensee, during the term of this Agreement, to use the Marks, but only in the State of Florida, United States of America, and only in relation to the goods and/or services, and only in such form as approved by Licensor in conformity with the standards of quality specified by Licensor from time to time.
2. Licensee undertakes to use the Marks only in relation to the goods and/or services, and will permit Licensor or his authorized representative at all reasonable times to enter Licensee's premises for the purpose of inspecting the manner in which Licensee is using the Marks.
3. In exchange for the rights granted by Licensor to Licensee hereunder, Licensee hereby pays to Licensor a license fee of Twenty Thousand Dollars (\$20,000.00).
4. This Agreement shall continue in full force and effect from the date hereof for a period of ten (10) years. Thereafter, this Agreement shall continue in full force and effect from year to year unless terminated by either of the parties giving thirty (30) days notice in writing to the other party subject to prior payment by Licensee of license fees to be agreed upon in the future (which shall not be less

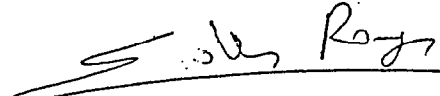


than Two Thousand Dollars (\$2,000) per year, but in the event of Licensee breaching this Agreement and failing to remedy the same if capable of remedy on its attention being called thereto Licensor shall have the right to terminate this Agreement in its entirety by giving 10 (ten) days' notice in writing to Licensee. Upon the giving of such notice this Agreement and all the terms and conditions contained herein shall be terminated without prejudice to any rights Licensor may have against Licensee prior or subsequent to termination.

5. On the termination of this Agreement, Licensee shall not, after the expiry of the relevant period of notice, make any use of the Marks.
6. Licensee will forthwith notify Licensor of any infringement or suspected infringement of the Marks which may come to its notice, but Licensee shall not be entitled to take any proceedings or require Licensor to take any proceedings in respect of any infringement of the Marks.
7. Licensee recognizes Licensor's title to the Marks and will not at any time do or suffer any act or thing to be done which in any impairs the rights of Licensor in the Marks and in particular will not represent that it has any title or right of ownership to the Marks and agrees that nothing herein contained shall give Licensee any rights other than a bare license to use the Marks and that the use of the Marks will inure solely to the benefit of Licensor.
8. Licensee agrees not to convey, assign or transfer the right to use the Marks to any person, firm, association, company, corporation or other entity.
9. The Marks shall not be used by Licensee in any manner so as to deceive the public or as to be contrary to the provision of law.
10. The terms and provisions of this Agreement and Licensee's rights and obligations hereunder are without prejudice to any other arrangements between the parties which may exist from time to time relating to the use of the Marks.
11. In the event that Licensor loses his right to use the Mark or Marks or if the license is revoked, Licensee shall not be entitled to any damages or claims.
12. This Agreement will be governed by the laws of the State of New York, without reference to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first set forth above.

KARIN MODELS, S.A.R.L.

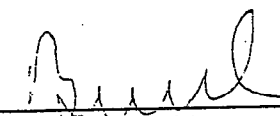

By: Alex Rott
Title: Director

CITY OF _____)
: ss.:
STATE OF _____)

On this _____ day of December, 1996, before me personally came _____ {insert name}, _____ {insert title} of Karin Models, S.A.R.L., to me known, who, being by me duly sworn, did depose and say that he/she is the individual described in and which executed the foregoing assignment; and that he/she signed his/her name thereto intending to be legally bound thereby.

Notary Public

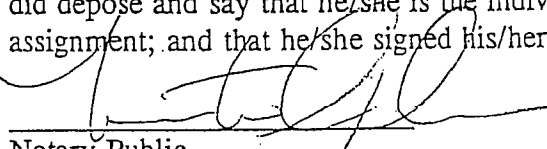
MODELS MANAGEMENT GROUP, INC.



Arnaud Brunel, its President

CITY OF New York)
: ss.:
STATE OF New York)

On this 12 day of December, 1996, before me personally came Arnaud Brunel, the President of Models Management Group, Inc., to me known, who, being by me duly sworn, did depose and say that he/she is the individual described in and which executed the foregoing assignment; and that he/she signed his/her name thereto intending to be legally bound thereby.



Notary Public

MONTE ENGLER
NOTARY PUBLIC, State of New York
No. 31-4957426
Qualified in New York County
Term Expires Oct. 16, 1997

SCHEDULE A

Mark

Goods/Services

KARIN

Modeling agency services
Any other related business use

KARIN MODELS

Modeling agency services
Any other related business use

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Models Management Group, Inc.		01/14/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Jean Luc Brunel
Street Address:	846 Lincoln Road
Internal Address:	Third Floor
City:	Miami Beach
State/Country:	FLORIDA
Postal Code:	33139
Entity Type:	INDIVIDUAL: FRANCE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2114051	KARIN
Registration Number:	2115957	KARIN MODELS

CORRESPONDENCE DATA

Fax Number: (305)577-8712
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 305-577-1054
 Email: lhcutch@aol.com
 Correspondent Name: Timothy H. Crutchfield, P.A.
 Address Line 1: 1401 Brickell Ave
 Address Line 2: Ste. 1000
 Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:

Timothy H. Crutchfield

Total Attachments: 2
 source=liff1#page1.tif
 source=liff2#page1.tif

OP \$65.00 2114051

900004367

EXHIBIT

E

TRADEMARK
 REEL: 002778 FRAME: 0231

TRADEMARK ASSIGNMENT

ASSIGNOR: Models Management Group, Inc.

ASSIGNEE: Jean Luc Brunel

TRADEMARK: Karin

REGISTRATION NO. 2114051 REGISTRATION DATE: November 18, 1997

Assignor, Models Management Group, Inc., a Florida Corporation, is the owner of the aforementioned trademark registered with the United States Patent and Trademark office, and Assignee, Jean Luc Brunel, a French citizen, is desirous of acquiring said trademark.

In consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to said trademark, together with the goodwill of the business symbolized by said trademark.

Dated: 1-14-04

Models Management Group, Inc.

Jeffrey Fuller
By: Jeffrey Fuller, President

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

I HEREBY CERTIFY that on this 14 day of January, 2004, before me, an officer duly qualified to make acknowledgments, personally appeared Jeffrey Fuller, who is personally known to me to be the person described herein or who has produced Florida License as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of January, 2004.

Santa Lopez
NOTARY PUBLIC, State of New York
Print Name: Santa Lopez
SANTA LOPEZ
Notary Public, State of New York
No. 01100009004
Qualified in New York County
Commission Expires March 31, 2007

My Commission Expires: March 31, 2007

RECORDED: 01/15/2004

TRADEMARK
REEL: 002778 FRAME: 0233

TRADEMARK ASSIGNMENT

ASSIGNOR: Models Management Group, Inc.

ASSIGNEE: Jean Luc Brunel

TRADEMARK: Karin Models

REGISTRATION NO. 2115957 **REGISTRATION DATE:** November 25, 1997

Assignor, Models Management Group, Inc., a Florida Corporation, is the owner of the aforementioned trademark registered with the United States Patent and Trademark office, and Assignee, Jean Luc Brunel, a French citizen, is desirous of acquiring said trademark.

In consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to said trademark, together with the goodwill of the business symbolized by said trademark.

Dated: 1-14-04

Models Management Group, Inc.

Jeffrey Fuller
By: Jeffrey Fuller, President

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

I HEREBY CERTIFY that on this 14 day of January, 2004, before me, an officer duly qualified to make acknowledgments, personally appeared Jeffrey Fuller, who is personally known to me to be the person described herein or who has produced Florida License as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of January, 2004.

Santa Lopez
NOTARY PUBLIC, State of New York
Print Name: Santa Lopez
SANTA LOPEZ
Notary Public, State of New York
No. 01,0006906
Qualified in New York County
Commission Expires March 31, 2007

My Commission Expires: March 31, 2007

TRADEMARK
REEL: 002778 FRAME: 0232



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title**Total Assignments: 2****Serial #:** 75193584**Filing Dt:** 11/05/1996**Reg #:** 2114051**Reg. Dt:****Mark:** KARIN**Assignment: 1****Reel/Frame:** 1563/0132**Received:** 03/25/1997**Recorded:** 02/05/1997**Pages:** 3**Conveyance:** ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNORS INTEREST**Assignor:** MODELS MANAGEMENT GROUP, INC.**Exec Dt:** 12/12/1996**Entity Type:** CORPORATION**Citizenship:** NEW YORK**Entity Type:** FRENCH S.A.R.L.**Citizenship:** NONE**Assignee:** KAREN MODELS, S.A.R.L.

9 AVENUE HOCHÉ

PARIS, FRANCE 75008

Correspondent: BENJAMIN KRIM & BALLON LLP

MONTE ENGLER, ESQ.

666 FIFTH AVENUE

NEW YORK, NY 10103

Assignment: 2**Reel/Frame:** 2778/0231**Received:** 01/15/2004**Recorded:** 01/15/2004**Pages:** 3**Conveyance:** ASSIGNS THE ENTIRE INTEREST**Assignor:** MODELS MANAGEMENT GROUP, INC.**Exec Dt:** 01/14/2004**Entity Type:** CORPORATION**Citizenship:** FLORIDA**Entity Type:** INDIVIDUAL**Citizenship:** FRANCE**Assignee:** BRUNEL, JEAN LUC

846 LINCOLN ROAD

THIRD FLOOR

MIAMI BEACH, FLORIDA 33139

Correspondent: TIMOTHY H. CRUTCHFIELD, P.A.

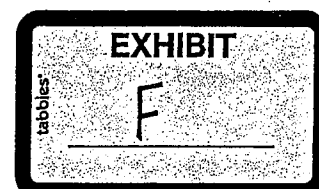
1401 BRICKELL AVE

STE. 1000

MIAMI, FL 33131

Search Results as of: 10/19/2004 02:29 PM

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-9723

[HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)[Assignments on the Web > Trademark Query](#)

Trademark Assignment Abstract of Title

Total Assignments: 2**Serial #:** 75193583**Filing Dt:** 11/05/1996**Reg #:** 2115957**Reg. Dt:****Mark:** KARIN MODELS**Assignment: 1****Reel/Frame:** 1563/0141**Received:** 03/25/1997**Recorded:** 02/05/1997**Pages:** 3**Conveyance:** ASSIGNS THE ENTIRE INTEREST**Assignor:** MODELS MANAGEMENT GROUP, INC.**Exec Dt:** 12/12/1996**Entity Type:** CORPORATION**Citizenship:** NEW YORK**Entity Type:** FRENCH S.A.R.L.**Citizenship:** NONE**Assignee:** KAREN MODELS, S.A.R.L.

9 AVENUE HOCHÉ

PARIS, FRANCE 75008

Correspondent: PHILLIPS NIZER BENJAMIN KRIM ET AL

MONTE ENGLER, ESQ.

666 FIFTH AVENUE

NEW YORK, NY 10103

Domestic rep: PHILLIPS NIZER BENJAMIN KRIM ET AL

666 FIFTH AVENUE

NEW YORK, NY 10103-0084

Assignment: 2**Reel/Frame:** 2778/0231**Received:** 01/15/2004**Recorded:** 01/15/2004**Pages:** 3**Conveyance:** ASSIGNS THE ENTIRE INTEREST**Assignor:** MODELS MANAGEMENT GROUP, INC.**Exec Dt:** 01/14/2004**Entity Type:** CORPORATION**Citizenship:** FLORIDA**Entity Type:** INDIVIDUAL**Citizenship:** FRANCE**Assignee:** BRUNEL, JEAN LUC

846 LINCOLN ROAD

THIRD FLOOR

MIAMI BEACH, FLORIDA 33139

Correspondent: TIMOTHY H. CRUTCHFIELD, P.A.

1401 BRICKELL AVE

STE. 1000

MIAMI, FL 33131

Search Results as of: 10/19/2004 02:29 PM

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-9723

[HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

PTO Form 1583 (Rev 4/2000)

OMB Control #0651-0009 (Exp. 08/31/2004)

Combined Declaration of Use and Incontestability Under Sections 8 & 15

The table below presents the data as entered.

Input Field	Entered
REGISTRATION NUMBER	2114051
REGISTRATION DATE	11/18/1997
SERIAL NUMBER	75193584
MARK SECTION	
MARK	KARIN
OWNER SECTION (no change)	
ATTORNEY SECTION	
NAME	Daniel I. Schloss
FIRM NAME	Greenberg Traurig, LLP
STREET	200 Park Avenue 16th Floor
CITY	New York
STATE	NY
ZIP/POSTAL CODE	10166
COUNTRY	USA
PHONE	212-801-9200
FAX	212-801-6400
OTHER APPOINTED ATTORNEY(S)	Alan N. Sutin, David M. Greenberg, G. Roxanne Elings, Allison Lucas
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	035
KEEP EXISTING GOODS AND/OR SERVICES	YES
SPECIMEN FILE NAME(S)	\\TICRS-AIS-01\EXPORT9\IM AGEOUT9\751\935

EXHIBIT

G

	\75193584\ xml1\8150002.JPG
SPECIMEN DESCRIPTION	web page
PAYMENT SECTION	
NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
SUBTOTAL AMOUNT	300
GRACE PERIOD	100
TOTAL AMOUNT	400
SIGNATURE SECTION	
SIGNATURE	/Daniel I. Schloss/
SIGNATORY NAME	Daniel I. Schloss
SIGNATORY DATE	05/18/2004
SIGNATORY POSITON	Of Applicant's Attorneys
FILING INFORMATION	
SUBMIT DATE	Tue May 18 10:01:51 EDT 2004
TEAS STAMP	USPTO/S08N15-653644194-20 040518100151827005-211405 1-200e7f643811bbfb44696a6 6f476dd7c61-DA-821-200405 18100040685036

PTO Form 1583 (Rev 4/2000)

OMB Control #0651-0009 (Exp. 08/31/2004)

Combined Declaration of Use and Incontestability Under Sections 8 & 15**To the Commissioner for Trademarks:****REGISTRATION NUMBER:** 2114051**REGISTRATION DATE:** 11/18/1997**MARK:** KARIN

The owner, BRUNEL, JEAN LUC, residing at 846 LINCOLN ROAD THIRD FLOOR, MIAMI BEACH, FL US 33139, is using the mark in commerce on or in connection with the goods and/or services as follows:

For International Class 035, the owner is using or is using through a related company or licensee the mark in commerce on or in connection with all goods and/or services listed in the existing registration.

The owner is submitting one specimen for each class showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) web page.

Specimen-1

The registrant hereby appoints Daniel I. Schloss and Alan N. Sutin, David M. Greenberg, G. Roxanne Elings, Allison Lucas of Greenberg Traurig, LLP, 200 Park Avenue 16th Floor, New York, NY USA 10166 to submit this Combined Declaration of Use and Incontestability Under Sections 8 & 15 on behalf of the registrant.

A fee payment in the amount of \$400 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

Declaration

The owner is using or is using through a related company or licensee the mark in commerce on or in connection with the goods/services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with all goods and/or services as identified above. There has been no final decision adverse to the owner's claim of ownership of such mark for such goods and/or services, or to the owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /Daniel I. Schloss/ Date: 05/18/2004
Signatory's Name: Daniel I. Schloss
Signatory's Position: Of Applicant's Attorneys

Mailing Address:
Greenberg Traurig, LLP
200 Park Avenue 16th Floor
New York, NY 10166

RAM Sale Number: 821
RAM Accounting Date: 05/18/2004

Serial Number: 75193584
Internet Transmission Date: Tue May 18 10:01:51 EDT 2004
TEAS Stamp: USPTO/S08N15-653644194-20040518100151827
005-2114051-200e7f643811bbfb44696a66f476
dd7c61-DA-821-20040518100040685036

The image shows a dark gray, heavily textured surface, likely the cover or endpaper of a book. The texture is grainy and uneven, with a fine, repeating pattern of small, light-colored dots or fibers. In the top left corner, the text "karomiami" is visible in a white, sans-serif font. To the right of the text, there is a small, rectangular label with the text "CLOUTIER 0000" and a small icon. Further right, there is a small, rectangular label with the text "90". The overall appearance is that of a high-quality, textured material.

FEE RECORD SHEET

Registration Number: 2114051

Serial Number: 75193584



RAM Sale Number: 821

Total Fees: \$400

RAM Accounting Date: 20040518

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
§8 affidavit	7205	05/18/2004	\$100	1	\$100
§15 affidavit	7208	05/18/2004	\$200	1	\$200
Grace period combined §8 & 15	7206	05/18/2004	\$100	1	\$100

Combined Declaration of Use and Incontestability Under Sections 8 & 15

The table below presents the data as entered.

Input Field	Entered
REGISTRATION NUMBER	2115957
REGISTRATION DATE	11/25/1997
SERIAL NUMBER	75193583
MARK SECTION	
MARK	KARIN MODELS (stylized and/or with design)
OWNER SECTION (no change)	
ATTORNEY SECTION	
NAME	Daniel I. Schloss
FIRM NAME	Greenberg Traurig, LLP
STREET	200 Park Avenue 16th Floor
CITY	New York
STATE	NY
ZIP/POSTAL CODE	10166
COUNTRY	USA
PHONE	212-801-9200
FAX	212-801-6400
OTHER APPOINTED ATTORNEY(S)	Alan N. Sutin, David M. Greenberg, G. Roxanne Elings, Allison Lucas
GOODS AND/OR SERVICES SECTION	
INTERNATIONAL CLASS	035
KEEP EXISTING GOODS AND/OR SERVICES	YES
SPECIMEN FILE NAME(S)	\\TICRS-AIS-01\EXPORT10\IMAGEOUT10\751

	\935\7519358 3\xml1\8150002.JPG
SPECIMEN DESCRIPTION	web page
PAYMENT SECTION	
NUMBER OF CLASSES	1
NUMBER OF CLASSES PAID	1
SUBTOTAL AMOUNT	300
GRACE PERIOD	100
TOTAL AMOUNT	400
SIGNATURE SECTION	
SIGNATURE	/Daniel I. Schloss/
SIGNATORY NAME	Daniel I. Schloss
SIGNATORY DATE	05/21/2004
SIGNATORY POSITON	Of Applicant's Attorneys
FILING INFORMATION	
SUBMIT DATE	Fri May 21 15:48:02 EDT 2004
TEAS STAMP	USPTO/S08N15-653644194-20 040521154802019031-211595 7-200692cb4b381ff66d92b8a 6bffe28444be-DA-119-20040 521154624203199

Combined Declaration of Use and Incontestability Under Sections 8 & 15

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 2115957

REGISTRATION DATE: 11/25/1997

MARK: KARIN MODELS (stylized and/or with design)

The owner, BRUNEL, JEAN LUC, residing at 846 LINCOLN ROAD THIRD FLOOR, MIAMI BEACH, FL US 33139, is using the mark in commerce on or in connection with the goods and /or services as follows:

For International Class 035, the owner is using or is using through a related company or licensee the mark in commerce on or in connection with all goods and/or services listed in the existing registration.

The owner is submitting one specimen for each class showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) web page.

Specimen-1

The registrant hereby appoints Daniel I. Schloss and Alan N. Sutin, David M. Greenberg, G. Roxanne Elings, Allison Lucas of Greenberg Traurig, LLP, 200 Park Avenue 16th Floor, New York, NY USA 10166 to submit this Combined Declaration of Use and Incontestability Under Sections 8 & 15 on behalf of the registrant.

A fee payment in the amount of \$400 will be submitted with the form, representing payment for 1 class (es), plus any additional grace period fee, if necessary.

Declaration

The owner is using or is using through a related company or licensee the mark in commerce on or in connection with the goods/services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with all goods and/or services as identified above. There has been no final decision adverse to the owner's claim of ownership of such mark for such goods and/or services, or to the owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /Daniel I. Schloss/ Date: 05/21/2004
Signatory's Name: Daniel I. Schloss
Signatory's Position: Of Applicant's Attorneys

Mailing Address:
Greenberg Traurig, LLP
200 Park Avenue 16th Floor
New York, NY 10166

RAM Sale Number: 119
RAM Accounting Date: 05/24/2004

Serial Number: 75193583
Internet Transmission Date: Fri May 21 15:48:02 EDT 2004
TEAS Stamp: USPTO/S08N15-653644194-20040521154802019
031-2115957-200692cb4b381ff66d92b8a6bffe
28444be-DA-119-20040521154624203199

KARIN PARIS

celebrities

models

men

model search

contact



KARIN

Karin Models Paris
9 Avenue Hoche
75008
Paris, France
phone: +331 45 63 08 23
fax: +331 45 63 58 15
Vr. Française

FEE RECORD SHEET

Registration Number: 2115957

Serial Number: 75193583



RAM Sale Number: 119

Total Fees: \$400

RAM Accounting Date: 20040524

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
§8 affidavit	7205	05/21/2004	\$100	1	\$100
§15 affidavit	7208	05/21/2004	\$200	1	\$200
Grace period combined §8 & 15	7206	05/21/2004	\$100	1	\$100